

Wilbur Curtis Co., Inc.

6913 Acco Street
Montebello CA, 90640
Phone# (323) 837-2300
Fax # (323) 837-2408

CREDIT APPLICATION

Name of Business: _____

DBA (If Applicable): _____

Billing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: (____) _____ Fax # (____) _____

General Email: _____

☐ Corporation

☐ Partnership

☐ Proprietorship

Division/Subsidiary of: _____

Federal ID # _____

Purchasing for resale? Yes ☐ No ☐

Please attach all Resale or Exemption Certificates including the Multijurisdiction

See page 4 for a blank Multijurisdictional form

Type of business:

☐ Roaster/Manufacturer

☐ OCS/Vend

☐ E Commerce

☐ Specialty Coffee

☐ Foodservice Dealer

☐ Broadline Distributor

☐ Export

☐ Coffee House

☐ Convenience Store

☐ Service Agent

☐ Wholesaler

☐ Grocery Chain

☐ C-Store Distributor

☐ QSR (Quick Service Restaurant)

☐ Restaurant/Foodservice

Terms requested:

☐ Credit Card

☐ Net 30

PRINCIPAL OWNERS/OFFICERS

Name: _____ Title: _____

Home Address: _____

City: _____ State: _____ Zip Code: _____

Name: _____ Title: _____

Home Address: _____

City: _____ State: _____ Zip Code: _____

For Credit Card transactions, invoices will be printed and mailed.

Term Invoices are processed electronically. Please choose your preference and enter the information.

Fax #: (____) _____ - _____

Email: _____

TRADE REFERENCES

Please provide a minimum of three trade references and Bank information.

1. Company: _____ Phone#:(____)____ - _____ Fax#:(____)____ - _____
Address: _____ City: _____ State: _____
Email: _____ Account# _____
2. Company: _____ Phone#:(____)____ - _____ Fax#:(____)____ - _____
Address: _____ City: _____ State: _____
Email: _____ Account# _____
3. Company: _____ Phone#:(____)____ - _____ Fax#:(____)____ - _____
Address: _____ City: _____ State: _____
Email: _____ Account# _____
4. Name of Bank: _____ Phone Number: (____)____ - _____
Account Number: _____ Fax Number: (____)____ - _____

If the total selling price is not paid when due , buyer shall pay late charges equal to the highest lawful contract rate of interest not to exceed 1.5% per month (18% per annum) computed from the due date on the unpaid balance of the total selling price.

Buyer agrees to pay collection costs incurred to the account balance, including reasonable attorney fee. The undersigned, as an inducement to grant credit, warrants that the information submitted is true and correct.

Name: _____ Title: _____

Name: _____ Title: _____

PERSONAL GUARANTEE

In consideration of credit being extended by the Wilbur Curtis Co., Inc. to the above named buyer for merchandise to be purchased whether buyer is an individual or individuals, a proprietorship, a partnership, a corporation, or other entity, the undersigned guarantor or guarantors each hereby contract and guarantee to Wilbur Curtis Co., Inc. the faithful payment, when due, of all accounts of said buyer for purchases made within five years next after the date of this application. The undersigned guarantor or guarantors each hereby expressly waive all notice of acceptance of this guaranty, notice of extension of credit to buyer, presentment, and demand for payment on buyer or with respect to any security held by Wilbur Curtis Co., Inc. extension of time of payment to buyer, acceptance of partial payment or partial compromise, all other this guaranty, Any revocation of this guaranty shall be writing and delivered to Wilbur Curtis Co., Inc, 6913 Acco St. Montebello, Ca. 90640

Name: _____
(Signature)

Name: _____
(Signature)

AUTHORIZATION FOR RELEASE OF CREDIT INFORMATION

I hereby authorize _____ to release credit information
(Bank Name)

on: _____

To: **Wilbur Curtis Co., Inc.** _____

Please indicate the active account on which you wish credit information to be released.

Checking Account # _____ Saving Account # _____

Checking Account # _____ Saving Account # _____

Commercial or installment loan:

_____ under name of _____

_____ under name of _____

_____ under name of _____

I wish this authorization to extend to:

☐ The Wilbur Curtis Company.

Signature: _____ Date: _____

Company: _____

UNIFORM SALES & USE TAX EXEMPTION/RESALE CERTIFICATE — MULTIJURISDICTION

The below-listed states have indicated that this certificate is acceptable as a resale/exemption certificate for sales and use tax, subject to the notes on pages 2–4. The issuer and the recipient have the responsibility to determine the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: Wilbur Curtis Co., Inc

Address: 6913 Acco St. Montebello Ca, 90640

I certify that:

Name of Firm (Buyer): _____

Address: _____

is engaged as a registered

☐ Wholesaler

☐ Retailer

☐ Manufacturer

☐ Seller (California)

☐ Lessor (see notes on pages 2–4)

☐ Other (Specify) _____

and is registered with the below-listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, or ingredients or components of a new product or service¹ to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) selling (California) the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the Seller: _____

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL ¹		MO ¹⁶	
AR		NE ¹⁷	
AZ ²		NV	
CA ³		NJ	
CO ⁴		NM ^{4,18}	
CT ⁵		NC ¹⁹	
DC ⁶		ND	
FL ⁷		OH ²⁰	
GA ⁸		OK ²¹	
HI ^{4,9}		PA ²²	
ID		RI ²³	
IL ^{4,10}		SC	
IA		SD ²⁴	
KS		TN	
KY ¹¹		TX ²⁵	
ME ¹²		UT	
MD ¹³		VT	
MI ¹⁴		WA ²⁶	
MN ¹⁵		WI ²⁷	

I further certify that if any property or service so purchased tax free is used or consumed as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the Seller for added tax billing. This certificate shall be a part of each order that we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by thee city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____

(Owner, Partner, or Corporate Officer)

Title: _____

Date: _____

MINIMUM ADVERTISED PRICING POLICY

Effective October 1, 2014, Curtis has established a Minimum Advertised Price (MAP) on all Curtis products. The policy applies only to the U.S. and Canadian Retailers.

The MAP policy shall work under the following guidelines:

1. The MAP of all Curtis products will not be lower than the current net price (List price -40%). Pricing and specifications are subject to change without notice.
2. MAP only applies to new, current Curtis product. If the product is clearly labeled as used, refurbished, or outdated, MAP does not apply.
3. The MAP policy applies to all advertisements of Curtis products in any and all media, including, without limitation, web sites, shopping carts, check out pages, site-wide sales, twitter, Facebook, posters, coupons, special codes, e-mails, newsletters, eBay, Amazon, mailers, brochures, mail order catalogs, radio, and television.
4. The inclusion in advertising of free or discounted products with a product covered by our MAP policy would be contrary to the policy if it has the effect of discounting the advertised price of the covered product below the MAP. Inclusion of free freight, free coffee beans, or other free items is permissible within the policy. "Bundling" a product covered by our MAP policy with other products to arrive at a discounted "package price" is allowed ONLY if the price of the Curtis product is not offered below MAP.
5. MAP applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer within the Retailers physical location or over the telephone. Curtis Retailers remain free to sell these products at any price they select.
6. MAP does not establish Maximum advertised prices. All Retailers may offer Curtis products at any price in excess of the MAP established for such products.
7. Curtis MAP policy does not in any way limit the ability of Retailers to advertise that "they have the lowest prices" or they "we will meet or beat any competitor's price," as long as the price advertised or listed for the products is not less than MAP. Advertising to a consumer to "call or email for a better price" or "email for a coupon" constitutes an impermissible use of MAP policy.
8. From time to time Curtis may discontinue models or engage in promotions with respect to certain products. In such events, Curtis reserves the right to modify or suspend the MAP with respect to all or certain products at its sole discretion upon 3 days advance written notice to the Retailer, provided that such changes shall apply equally to all Curtis Retailers.
9. If a Curtis product is advertised below MAP price, please email the information to info@wilburcurtis.com lowering advertised price to meet non-conforming prices is impermissible and a violation of this policy.
10. The terms of this MAP policy are confidential and should not be disclosed to other parties. This MAP has been established by Curtis to help ensure the legacy of Curtis as a top producer of high performance, high quality equipment and accessories, and to protect the reputation of its name and products. The MAP policy is also designed to ensure that quality Retailers have an incentive to sell and support Curtis Products.

Please acknowledge that you have read and accept Curtis Minimum Advertised Pricing Policy with your signature and date below.

Name _____ Title _____

Signature _____ Date _____

Product Warranty

The Wilbur Curtis Company certifies that its products are free from defects in material and workmanship under normal use. Effective 4-1-2003, the following limited warranties and conditions apply:

- **3 Years, Parts and Labor**, from Original Date of Purchase on digital control boards.
- **2 Years, Parts**, from Original Date of Purchase on all other electrical components, fittings and tubing.
- **1 Year, Labor**, from Original Date of Purchase on all electrical components, fittings and tubing.

Additionally, the Wilbur Curtis Company warrants its Grinding Burrs for Forty (40) months from date of purchase or 40,000 pounds of coffee, whichever comes first. Stainless Steel components are warranted for two (2) years from date of purchase against leaking or pitting and replacement parts are warranted for ninety (90) days from date of purchase or for the remainder of the limited warranty period of the equipment in which the component is installed.

All in-warranty service calls must have prior authorization. For Authorization, call the Technical Support Department at 1-800-995-0417.

Additional conditions may apply. Go to www.wilburcurtis.com to view the full product warranty information.

All returned equipment must be re-packaged properly in the original carton and received by Curtis within 45 days following the issuance of an RMA.

CONDITIONS & EXCEPTIONS

The warranty covers original equipment at time of purchase only. The Wilbur Curtis Company, Inc., assumes no responsibility for substitute replacement parts installed on Curtis equipment that have not been purchased from the Wilbur Curtis Company, Inc. The Wilbur Curtis Company will not accept any responsibility if the following conditions are not met. The warranty does not cover and is void under the following circumstances:

- 1) **Improper operation of equipment:** The equipment must be used for its designed and intended purpose and function.
- 2) **Improper installation of equipment:** This equipment must be installed by a professional technician and must comply with all local electrical, mechanical and plumbing codes.
- 3) **Improper voltage:** Equipment must be installed at the voltage stated on the serial plate supplied with this equipment.
- 4) **Improper water supply:** This includes, but is not limited to, excessive or low water pressure, and inadequate or fluctuating water flow rate.
- 5) **Adjustments and cleanings:** The resetting of safety thermostats and circuit breakers, programming and temperature adjustments are the responsibility of the equipment owner. The owner is responsible for proper cleaning and regular maintenance of this equipment.
- 6) **Damaged in transit:** Equipment damaged in transit is the responsibility of the freight company and a claim should be made with the carrier.
- 7) **Abuse or neglect (including failure to periodically clean or remove lime accumulations):** Manufacturer is not responsible for variation in equipment operation due to excessive lime or local water conditions. The equipment must be maintained according to the manufacturer's recommendations.
- 8) **Replacement of items subject to normal use and wear:** This shall include, but is not limited to, light bulbs, shear disks, "O" rings, gaskets, silicone tube, canister assemblies, whipper chambers and plates, mixing bowls, agitation assemblies and whipper propellers.
- 9) **Repairs and/or Replacements** are subject to Curtis' decision that the workmanship or parts were faulty and the defects appeared up under normal use. All labor shall be performed during regular working hours. Overtime charges are the responsibility of the equipment owner. Charges incurred by delays, waiting time, or operating restrictions that hinder the service technician's ability to perform service is the responsibility of the owner of the equipment. This includes institutional and correctional facilities. The Wilbur Curtis Company will allow up to 100 miles, round trip, per in-warranty service call.
- 10) **RETURN MERCHANDISE AUTHORIZATION:** All claims under this warranty must be submitted to the Wilbur Curtis Company Technical Support Department prior to performing any repair work or the return of this equipment to the factory. **All returned equipment must be re-packaged properly in the original carton and received by Curtis within 45 days following the issuance of an RMA.** No units will be accepted if they are damaged in transit due to improper packaging. **NO UNITS OR PARTS WILL BE ACCEPTED WITHOUT A RETURN MERCHANDISE AUTHORIZATION (RMA). RMA NUMBER MUST BE MARKED ON THE CARTON OR SHIPPING LABEL.** All in-warranty service calls must be performed by an authorized service agent. Call the Wilbur Curtis Technical Support Department to find an agent near you.



WILBUR CURTIS COMPANY, INC.
6913 Acco Street, Montebello, CA 90640

Technical Support (800) 995-0417 Customer Service (800) 421-6150 Web Address: www.wilburcurtis.com
Fax (323)837-2405 Technical Support E-mail: techservice@wilburcurtis.com